

EXHIBIT “A”

Law Offices of John E. Clarke, LLC Attorney ID #014231992
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ATTORNEY FOR PLAINTIFF – Marisela Amaro

Marisela Amaro,

Plaintiff(s),

vs.

BJ's Wholesale Club, BJ's Wholesale Club
Holdings, Inc., Home Basics, Inc., John Doe 1-
10 (fictitious) and ABC Corp. 11-20 (fictitious)

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION PASSAIC COUNTY
DOCKET NO.

Civil Action

**COMPLAINT
and JURY DEMAND**

The Plaintiff, Marisela Amaro, by and through her counsel, Law Offices of John E. Clarke, LLC hereby make this claim against the Defendant(s) as follows:

PARTIES

1. Plaintiff, Marisela Amaro, resides at 103 North 16th Street, 1st Floor, Prospect Park, NJ 07508.

2. Defendant, BJ's Wholesale Club, is a company with a principal place of business at 25 Research Drive, Westborough, MA 01581.

3. Defendant, BJ's Wholesale Club Holdings, Inc. is a corporation with company headquarters at 25 Research Drive, Westborough, MA 01581.

4. Defendant, Home Basics, Inc. is a corporation with company headquarters at 199 St Patrick Street W. Fergus, ON, N1M 1L4 Canada.

5. John Doe 1-10 and ABC Corp. 11-20, said names being fictitious, are named as Defendants herein and intended to represent any person(s), company(ies), or corporation(s), whose identity is presently unknown who may have contributed to the negligence causing this accident, or may be otherwise liable for payment of damages for the negligence of others.

COUNT ONE

VIOLATION OF THE NEW JERSEY PRODUCTS LIABILITY ACT

1. On or about May 6, 2019, the Plaintiff, Marisela Amaro, was a lawful occupant, lawful invitee and lawful business invitee upon the premises of BJ's located at 110 Route 23 in Riverdale, NJ.

2. The aforementioned location is owned, controlled, operated and/or maintained by the Defendants, BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., John Doe 1-10 (fictitious) and ABC Corp. 11-20 (fictitious). When said true and correct names are ascertained, leave of Court will be asked to amend said complaint to include the true and correct names of same.

3. At the same time and place aforesaid, the Defendants, BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., were responsible for the maintenance of said premises, was responsible for the care, control and maintenance of said premises, merchandise and contents, and/or permitted the same to be carelessly, recklessly, and negligently constructed, erected, installed, controlled and/or maintained and negligently, carelessly, and recklessly constructed, erected, installed, controlled and/or maintained the same and negligently, carelessly and recklessly failed to give proper notice and instructions of the hazardous conditions of the

premises, merchandise and contents to the Plaintiff. Said names, John Doe. 1-10 (fictitious), ABC Corp. 11-20 (fictitious) stated herein fictitiously is unknown to Plaintiff. When said true and correct name is ascertained, leave of Court will be asked to amend said Complaint to include the true and correct name of same.

4. At the time and place aforesaid, the Defendants negligently, carelessly, and recklessly constructed, erected, installed, controlled and/or maintained the premises, merchandise or contents, or permitted the same to be negligently, carelessly and recklessly constructed, installed, controlled and/or maintained the same and negligently, carelessly and recklessly failed to give proper notice and/or instruction of the hazardous conditions of the premises, merchandise or contents, to the Plaintiff.

5. At the time and place aforesaid, the Defendants negligently, carelessly and recklessly permitted hazardous conditions to occur on the premises, merchandise or contents, and negligently, carelessly and recklessly failed to give proper notice and/or instruction of the hazardous conditions to the Plaintiff.

6. As a result of the Defendants' conduct and negligence, the Plaintiff, Marisela Amaro, was caused to suffer serious and permanent bodily injuries, suffered and will in the future suffer great pain and mental anguish, cause and will in the future be prevented from engaging in her usual pursuits and occupations, and was and will in the future be required to expense substantial sums of money for medical treatment in an effort to effect a cure for her said injuries.

7. John Doe 1-10 and ABC Corp. 11-20, said names being fictitious, are named as Defendants herein and intended to represent any person(s), company(ies), or corporation(s),

whose identity is presently unknown who may have contributed to the negligence or violation of the applicable products liability law causing this accident, or may be otherwise liable for payment of damages for the carelessness, recklessness, and/or negligence of others.

WHEREFORE, Plaintiff, Marisela Amaro, demands judgment against the Defendant(s), BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., for damages, punitive damages, cost of suit, interest, attorney's fees, and any other relief as this Court deems just and proper.

COUNT TWO

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT

1. Plaintiff repeats the allegations of the First Count as though set forth at length herein.
2. Defendant(s), BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., violated the New Jersey Consumer Fraud Act ("CFA"), N.J.S.A. 56:8-1 et seq, by knowingly misrepresenting, concealing, suppressing, omitting and/or failing to disclose material information regarding the safety of the products being sold and the packaging containing said products including, but not limited to the sale of merchandise with the knowledge that the Plaintiff relied upon such concealment, suppression, omission, and failure to disclose in purchasing Defendant(s) products.
3. Defendant(s), BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., acting as aforesaid, violated the Consumer Fraud Act by failing to disclose to Plaintiff, Marisela Amaro, that its product and/or merchandise, contained or was packaged in a defective and/or dangerous manner resulting in serious and permanent injuries.

4. Defendant(s), BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., violated the Consumer Fraud Act by the knowing use of false and misleading representations regarding the safety of its products and merchandise and the presence of dangerous conditions of its products and merchandise and its packaging that could result in serious and permanent injuries.

5. Pursuant to Defendant(s)', BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc.'s misrepresentations and omissions, Plaintiff, Marisela Amaro, was falsely led to believe that Defendant(s) products and/or merchandise, and its packaging were safe and would not result in serious and/or permanent injuries.

6. Plaintiff, Marisela Amaro, suffered medical expenses, lost wages, and other ascertainable losses as a result of Defendant(s) actions and/or inactions.

7. John Doe 1-10 and ABC Corp. 11-20, said names being fictitious, are named as Defendants herein and intended to represent any person(s), company(ies), or corporation(s), whose identity is presently unknown who may have contributed to the negligence or violation of the Consumer Fraud Act causing this accident, or may be otherwise liable for payment of damages for the negligence or violation of the Consumer Fraud Act of others.

WHEREFORE, Plaintiff, Marisela Amaro, demands judgment against the Defendant(s), for compensatory damages, pain and suffering, cost, treble damages, punitive damages, reasonable attorney's fees, and any other relief as this Court deems just and proper.

COUNT THREE

EXPRESS WARRANTY

1. Plaintiff repeats the allegations of the First Count and Second Count, as though set forth at length herein.

2. Pursuant to N.J.S.A. 2A:58C-2, the Defendants, BJ's Wholesale Club, BJ's Wholesale Club Holdings, Inc., Home Basics, Inc., are liable to the Plaintiff in that the product(s) designed, manufactured and/or distributed by the Defendants, caused the serious and permanent injuries to the Plaintiff(s), Marisela Amaro, that said product was not reasonably fit, suitable or safe for its intended use and purposes.

3. Defendants named herein are strictly liable to the Plaintiff for the harm, damages and injuries complained of herein by reason of having sold and placed into the stream of commerce the aforementioned product(s) which were unreasonably dangerous to its users.

4. John Doe 1-10 and ABC Corp. 11-20, said names being fictitious, are named as Defendants herein and intended to represent any person(s), company(ies), or corporation(s), whose identity is presently unknown who may have contributed to the negligence or express warranties causing this accident, or may be otherwise liable for payment of damages for the negligence or express warranties of others.

WHEREFORE, Plaintiff, Marisela Amaro, demands judgment against the Defendant(s), for statutory, treble and/or punitive damages, attorney's fees and cost of suit and any other relief as this Court deems just and proper.

JURY DEMAND

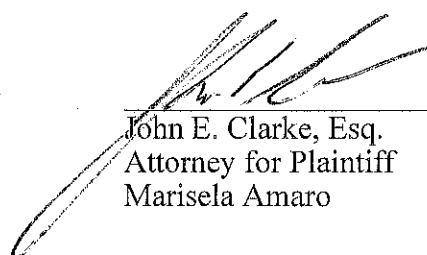
The Plaintiff demands a trial by jury as to all issues so triable herein.

DEMAND FOR INSURANCE COVERAGE

Pursuant to R. 4:10-2(b), demand is made that Defendant(s) disclose to Plaintiffs' attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action; or indemnify or reimburse for payments made to satisfy the judgment; and provide Plaintiffs' attorney with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any excess, catastrophic or umbrella policies.

R. 4:5-1 CERTIFICATION

I have no knowledge of any other pending action or arbitration concerning the subject matter of this action.



John E. Clarke, Esq.
Attorney for Plaintiff
Marisela Amaro

Dated: May 5, 2021